

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

CPI SECURITY SYSTEMS, INC.)
)
 Plaintiff,)
) AUDIO TRANSCRIPT
v.)
)
VIVINT SMART HOME, INC.,)
f/k/a MOSAIC ACQUISITIONS CORP.;)
LEGACY VIVINT SMART HOME, INC.,)
f/k/a VIVINT SMART HOME, INC.,)
)
)
Defendants.)

AUDIO RECORDING OF DIAMOND LOTT

1 MS. LOTT: Hello.

2 GERALD: Hey, this is Gerald with CPI Security. How
3 are you doing today?

4 MS. LOTT: Good. How are you?

5 GERALD: I'm good. Thanks for asking. I'm sorry I
6 didn't catch your name on the voicemail, can you repeat that
7 for me?

8 MS. LOTT: Diamond.

9 GERALD: Thank you, Diamond. And your last name,
10 ma'am?

11 MS. LOTT: Lott, L-O-T-T.

12 GERALD: Okay. Perfect. I think I -- all right. I
13 am seeing something here. Would you just verify your address,
14 Ms. Lott.

15 MS. LOTT: 9163 Bradstreet Commons Way.

16 GERALD: And then lastly here, your verbal password,
17 please, ma'am?

18 MS. LOTT: Crystal.

19 GERALD: I do apologize for your hold. Thanks --
20 thanks for waiting for us to get back with you. But I'll be
21 happy to help. What can I do for you?

22 MS. LOTT: I would just like to cancel my service.

23 GERALD: Okay. So you're calling to cancel the
24 services?

25 MS. LOTT: Yes.

1 GERALD: Okay. Ma'am, well we hate to hear that.
2 Thank you for being with us for the couple years you have
3 been. Would you mind if I just asked, is there any -- honest
4 feedback you can provide about why you're canceling?

5 MS. LOTT: I found another company that I'd like to
6 go with and I would just like to cut ties with CPI at this
7 time.

8 GERALD: Yes, ma'am. Was there anything that we
9 didn't do, you know, that was great or, you know, that just
10 didn't sit well with you?

11 MS. LOTT: Just the recent comments of your CEO who
12 has kind of turned me off to the company.

13 GERALD: I do -- I do understand that. And thank you
14 for your feedback there. We've been having real and honest
15 conversations with customers about how they feel about that,
16 and it was very politically not so correct around here these
17 last several weeks, but we got some things rectified.

18 And has anybody had a chance to kind of, A, apologize
19 to you, but B, go over, you know, kind of what the transition
20 looked like since those comments were made and how our owner
21 has been able to, you know, atone and it become a teachable
22 moment? Has anybody given you that run down or the feedback?

23 MS. LOTT: No one from the company but I have read
24 about the recent changes.

25 GERALD: Yeah. And I -- in most cases, it's probably

1 more than what people know, you know, with certain
2 acknowledgments by him, you know, which I really do appreciate
3 myself as a black American and an employee. But, you know, I
4 can get that to you if you like, but if not, you don't have to
5 accept. It has been able to help some customers. I don't
6 know if -- we'd love to find a way to keep your business.

7 Would that help you?

8 MS. LOTT: No thank you. I appreciate it, though.

9 GERALD: You're welcome, ma'am. If that changes, let
10 us know. I did want to look for any reason -- you know, any
11 opportunity we had -- are you aware of the time that you have
12 remaining on your agreement at this time, Ms. Lott?

13 MS. LOTT: Yes, I am.

14 GERALD: Okay. Was another company promising to pay
15 that amount back to you or buy that amount off?

16 MS. LOTT: Yes.

17 GERALD: There's a reason why I ask, and it's because
18 it's been a -- it's been a topic that's been very, very heavy
19 here. We've been getting feedback and a lot of on-the-ground
20 information that those charges currently are roughly around
21 929 for you at this time. But -- or excuse me, I think it's
22 more -- I would have to calculate that, I'm sorry. But we've
23 been getting feedback that the buyout has not been being paid
24 by those competitors. Mostly Vivint being the one that's been
25 dishonest about it.

1 Would you mind if I ask if it was Vivint that made
2 that promise to you?

3 MS. LOTT: It is.

4 GERALD: So here's the key, Ms. Lott, did they -- you
5 know -- and again, we're getting -- we're getting feedback
6 from customers who are trickling back in or trying to get back
7 to us. Did they put that in writing that we will pay off your
8 balance at X amount and sign an agreement so to speak?

9 MS. LOTT: Yes. So I have been in communication with
10 them because they originally gave me the wrong amount, and so
11 I just had -- I called you guys first to see what the amount
12 would be and then I called them to change that amount because
13 there were some discrepancies there, and they have given me
14 the correct amount now.

15 GERALD: Meaning Vivint has given you the correct
16 amount?

17 MS. LOTT: Yes, I'm sorry. Vivint has.

18 GERALD: Gotcha. Gotcha.

19 So mostly what we're hearing is that they will front
20 some type of money, but then that on the back end of your
21 agreement, you're being charged for those services. That's
22 been, you know, pretty -- pretty much the across-the-board
23 standard. This is the reason -- not the only reason but it's
24 a big part of the reason why they have a lot of government
25 actions and solicitation bans against them right now.

1 And so, you know, had you said to me, hey, you know,
2 we're going with ADT, I'm just being hypothetical, there's --
3 I'll be honest with you, there's really not a whole lot we can
4 say. I mean ADT is a pretty good company, they don't have a
5 lot of, you know, recognition of bad, you know, faulty sales
6 practices. Vivint is a different story and there's plenty of
7 information that we're able to kind of direct you to,
8 Ms. Lott, that kind of indicates that or the really shows
9 that, to be honest with you.

10 This is the reason why ADT, a major competitor has a
11 lawsuit against them right now because of misrepresentation,
12 saying things like we've bought out ADT or the we're now a
13 subsidiary of ADT or the something like. They've done the
14 same thing with us. I know that doesn't directly relate to
15 you necessarily, but it's -- it's an indication of the rest of
16 the problems that, you know, that Vivint has had. It's an
17 indication of their reputation as well.

18 They paid -- they paid ADT \$10 million two years ago,
19 all right, as a settlement. We may be joining that -- that
20 fight as well, but can I give you -- before you make the final
21 decision, I don't want you to be stuck holding the nine --
22 roughly 929 -- I don't want you being stuck holding that bag
23 due to, you know, misleading sales tactics. I mean, can we
24 share some information with you before you officially choose
25 to cancel the services?

1 MS. LOTT: So you can share the information with me
2 but I'm still going to cancel. I'd like to know, though, you
3 made -- you said something about charging on the back end for
4 those services after they buy you out. What did you mean by
5 that?

6 GERALD: Yeah. That's the inform -- that's the
7 feedback that we've gotten from customers. I believe that's
8 the reason why a lot of counties or the cities have led them
9 to be being solicited like Huntersville, they cannot solicit
10 in Huntersville. They cannot solicit in Huntersville, in
11 North Carolina, for example.

12 MS. LOTT: Okay.

13 GERALD: We're hearing from customers -- I can't --
14 there's nothing I can show -- show you to prove this, but
15 we're hearing from customers, "Hey, I got charged for that
16 amount, they told me I'd be bought out on the back end of my
17 agreement." In other words, some sort of monthly fee was
18 going back towards that buyout.

19 If you think about it, it really doesn't even make
20 sense. You know, \$900, \$1,000, \$2,000, why would a company
21 have reserve capital in place to be able to just buyout a
22 bunch of agreements only to try to make that money back from
23 the customer just on their monitoring fees and equipment fees?
24 I mean, they would be spending a lot of time, years, years
25 trying to get that money back from the customer before they

1 even made a profit. It just doesn't make good business sense,
2 and that's -- and that's my I just wanted to kind of have that
3 conversation with you because we're hearing that our customers
4 are being fooled by the buyout promises.

5 MS. LOTT: Yeah. I -- I understand that but I guess
6 I'm just kind of in a tough spot because I -- I can't keep
7 both and I -- you know, already have the Vivint things
8 installed, so I guess I just have to go ahead and cancel with
9 CPI because I'm kind of stuck at the moment.

10 GERALD: Okay. And part of my job, Ms. Lott, is to
11 educate you, particularly with this company. I hear what
12 you're saying. I would feel the same way about it, but you're
13 protected here, and that's because you were under contract
14 with CPI. I'm not saying that we shouldn't do what we can to
15 fight for your business moving forward, whether it's short
16 term or the long term, we should. But because you were under
17 agreement with us you're protected by a law called tortious
18 interference.

19 Vivint understands this. This is not news to them,
20 believe me, or the any other alarm service company in the
21 industry. Tortious interference says you cannot install a
22 service if you already have -- you know, if the customer
23 already has a contracted service. Now had you not been under
24 contract, you were a month-to-month customer with us, forget
25 what I'm saying, it's off the table.

1 But because you were under contract and you can cite
2 tortious interference, they would have to take their equipment
3 down, come back and get it and release you -- whether it's
4 been 10 days or the 30 days, they'd have to release you from
5 whatever contract you signed with them because you can't have
6 two alarm contracts at one time. It's against the rules.

7 It's against the law.

8 Would that help you? I mean, how do you feel about
9 that information I guess is what I would ask?

10 MS. LOTT: Yeah. It's just really tough. I can't --
11 ugh, I don't know. Yeah, I guess that's good to hear, but
12 like I said, they've already -- I don't -- I can --

13 GERALD: You know -- you know we'll put -- you know
14 we'll put our stuff back up at no cost to you. You know,
15 we'll come back out, no truck roll fee, no service or the
16 activation fee. I mean, yes, we want to reearn your business,
17 no doubt about it, but I like to have real conversations with
18 people at the same time. And they are not -- they will
19 straight lie -- they are not a reputable company.

20 And I mean, what I can do, ma'am, is allow you to
21 have my contact information, you can work with me on this if
22 you like. I could -- at the very least, even if you don't
23 decide you want to move forward, I can at the very least send
24 you several pieces or tidbits of information that you can
25 review for yourself and not just take my -- take my word for

1 it so to speak.

2 MS. LOTT: Yeah, I appreciate that. Yeah. It's
3 just -- it's just -- it's really tough. I think I do want to
4 go ahead and cancel with CPI because it's just really
5 complicated at this point. I -- if something were to go wrong
6 with Vivint, knowing what I now know, it would be on me and I
7 would have to figure that out. But I just think the way
8 things are set up now, it would be easiest to just go ahead
9 and cancel with CPI.

10 GERALD: Okay. All right. I hear you. Well,
11 certainly my job is not, you know, filibusterer, so I can get
12 that process for you, ma'am. We would require, you know,
13 payment of the buyout. Are you able to make the payment
14 basically now or the today?

15 MS. LOTT: Yes, sir.

16 GERALD: You can? Okay. Let me get the exact amount
17 for you. Give me just a moment, ma'am and I'll go ahead and
18 start the process of your cancelation. And by the way, I have
19 your email is it diamond.lott@gmail.com?

20 MS. LOTT: Yes, that's correct.

21 GERALD: All right. I'm here with you. Give me just
22 a moment. Thank you.

23 MS. LOTT: Thank you.

24 GERALD: Okay. So, Ms. Lott, probably within the
25 next 10 minutes you'll get an electric cancel document, just

1 sign that for us when you get a chance and we'll start and
2 complete the process for you.

3 Other than that, it's just a matter of the payment.
4 I have 929.77 as your final total, that's 75 percent of your
5 remaining agreement. Do you have a debit or credit card today
6 or how would you like to use -- or pay?

7 MS. LOTT: Yes, it is a credit card.

8 GERALD: Credit card? Okay. And how does the name
9 read on your card.

10 MS. LOTT: Diamond Lott.

11 GERALD: Yes, ma'am. You were going to say
12 something? I apologize.

13 MS. LOTT: Oh, I don't remember.

14 GERALD: Mean neither. I don't remember half the
15 time either. Go right ahead.

16 MS. LOTT: I guess I'm just like a little -- a little
17 nervous about doing this now. So they gave me a like a debit
18 card with money on it, so would that be credit or debit?

19 GERALD: Oh, I -- our system processes --
20 processes -- wow I can't get this out -- processes it the same
21 way -- I can't say that word, but anyway -- so it doesn't
22 matter to us. You said you have some nervousness? Anxiety?

23 MS. LOTT: Yeah. Just going back and forth between
24 the two companies, I've -- I just don't really know at this
25 point what to do.

1 GERALD: Yeah. And I mean, trust me, I understand.
2 You don't want to feel like you're the ping-pong ball. I --
3 you know, we -- we -- we -- we try to arm our customers with
4 education in these types of situations. And you know, the one
5 thing that I'll say is that, A, we've got your back and that
6 we're not going to hold you responsible for just coming back
7 out and just reactivating your stuff.

8 But the other part of that is that the Better
9 Business Bureau and the Department of Commerce -- or excuse
10 me, the Department of Justice, Attorney General's Office in
11 North Carolina would also have your back so we -- you know, we
12 can always provide you with links, web links, that tell you
13 how to get your complaints filed if Vivint gave you any
14 pushback. But what I'm telling you about tortious
15 interference is very, very real.

16 So the choice is yours. I'm not making it seem as if
17 it isn't. The choice is yours and if Vivint did give
18 pushback, you'd have that information handy to say, okay, no
19 problem, I'm just a click away from the DOJ and they would
20 then probably back off their -- them trying to dissuade you.

21 MS. LOTT: Okay. I do have text messages from the
22 sales agent who said that he would take care of the buyout and
23 that's why they ended up giving me the a full amount instead
24 of the amount that they were trying to give me initially, so I
25 guess I'm holding onto that in hopes that they don't try to

1 charge me later on for this.

2 GERALD: And so what -- so what's been happening,
3 what we've been hearing is -- so notice one thing, they never
4 ever put the -- like we provide you a DocuSign with anything
5 we agree to or something hardline in writing that you can sign
6 or that we can sign. They've never done this. Not with one
7 customer I've spoken with have they been able to provide this.
8 It's a text message, it's an email, right, that is in and of
9 itself is weird.

10 MS. LOTT: Yeah.

11 GERALD: But then what happens is, what I'm hearing,
12 you probably had a young sales rep, like, a young guy I'm
13 guessing?

14 MS. LOTT: Yes.

15 GERALD: He was most likely a college student or
16 maybe someone fresh out of college, those are basically
17 interns, they're 1099 employees. So what happens is they come
18 out, they ship these guys out, they all stay in an appointment
19 or the two together and then they just get the deal, right?
20 And they have a quota they gotta fill and they go back to
21 their home state, wherever that is, and they're 1099, they're
22 not employees with the customer -- you can't reach them -- or,
23 the if you can, they'll say, "Hey, I'm not with that company,
24 I don't have anything to do with that."

25 I do believe that you'd be billed on the back end for

1 the services somehow so they can recoup the \$900, that's what
2 we've been hearing. But again, this is information that I
3 want to make sure you're armed with.

4 MS. LOTT: You said you'd be able to send that
5 information to me?

6 GERALD: Yes, ma'am. I would compile some stuff and
7 then just kind of email you. You're more than welcome to work
8 with me on it. I do only have a half day today but, you know,
9 I come back tomorrow. I also will be here on Saturday so...

10 MS. LOTT: Okay. This is just very -- making me --

11 GERALD: It's frustrating, yeah.

12 MS. LOTT: But now that -- so -- so one of the big
13 kickers was obviously they're buying me out of my contract
14 with CPI but also they installed the front door camera which I
15 was having a lot of trouble getting from CPI so that was one
16 of the things that really got me.

17 My issue is -- and also the contract was only two
18 years and they said, you know, at two years, the equipment
19 would be paid off and I'd be able to decide what I wanted to
20 do there. So now that I have this gift card from them, if I
21 were to, you know, not -- if I was to not cancel with CPI, I'm
22 sure they would want their money back so I'm going to have to
23 find a way to get this card back to them, it's just -- it's
24 just very, very complicated.

25 I really, really appreciate all the -- all the

1 information that you've given me. It has not been a good
2 experience honestly from either company. I really just wish I
3 did not have a security system to begin with. But I just feel
4 like it is very complicated and if I -- if Vivint continues to
5 be slimy then I will have to bite the bullet and just come
6 back to CPI or the just cancel altogether and not have a
7 security system, so -- I really, really appreciate all the
8 information but I think I'm just going to go ahead and cancel.

9 GERALD: Sure, ma'am. And when you say it hasn't
10 been a good experience, was it because of the social media
11 comments, number one, but also because of the doorbell camera
12 issue? Us not -- you know, maybe being able to -- or us not
13 doing an upgrade at the time asked for it?

14 MS. LOTT: That as well as having to sign a five-year
15 contract and I'm not sure -- I'm not even sure if the
16 information that Vivint guy gave me was accurate, but
17 apparently other people in my neighborhood only had a
18 three-year contract and I had a five-year contract. And my
19 parents also had CPI and I just feel like the contract was
20 very long and, you know, like signing your life away for a
21 really long time. So like I said, just from both ends, I
22 can't say that I'm like super satisfied with either company.

23 GERALD: Okay. All right. I understand that. We --
24 we've changed the way we do business moving forward with those
25 contracts. I mean, I still think our pricing is very fair

1 like we'll never pro -- we never price gouge on the equipment
2 but -- or the monitoring, you know, but we don't do the long
3 term agreement so much anymore. It's more of a cost-sharing
4 program. And then once you're out of your contract, you don't
5 get automatically renewed into a new agreement, so I can
6 understand how you feel about the long-term contract. We've
7 kind of changed our business model because we were getting --
8 we were getting that feedback. So we've kind of said, okay,
9 well let's -- let's do it differently so customers can feel
10 more comfortable when they're ready to make changes or the
11 cancel or what have you.

12 So -- as far as the doorbell camera, we -- I just
13 want you to know, in case you change your mind, it's hard to
14 do like an outright just upgrade when you're under a contract
15 or in the middle of your agreement, but we could always look
16 at, you know, especially for retention efforts, discounting a
17 camera greatly, like 30 percent off or the something like that
18 so you could purchase one and still stay at the same
19 monitoring rate.

20 Just take another look at your Vivint contract. I
21 think that it's most likely -- nine times out of 10 with the
22 other people that I've been speaking with, it's a 60-month
23 agreement, and they're probably price gouging you on the
24 equipment. Are you paying about 60 to \$65 a month?

25 MS. LOTT: Yes.

1 GERALD: The monitoring rated is what about 20 to 24?

2 MS. LOTT: I need to pull up my contract. See if I
3 can find it quickly. I'm sorry.

4 GERALD: No. It's fine.

5 MS. LOTT: Looking for an email from them. Yes, I
6 can see it. Yep, 60-month contract.

7 GERALD: Yep.

8 MS. LOTT: So what does that mean? Why did he tell
9 me two years?

10 GERALD: Because he's lied to you. And then that's
11 one thing that I would say we don't have a reputation of lying
12 to our customers. If you think -- do the mat -- well, let me
13 help you do the math, actually. That's -- what's the
14 monitoring rate, about 20 bucks? 24?

15 MS. LOTT: I do not see a monitoring rate on this
16 one.

17 GERALD: I've been hearing that it's been, you know,
18 they've been jacking the monitoring rate, you know, way low,
19 right, so maybe 20 bucks-ish, but do -- if I'm right about
20 that -- if I'm right -- it's -- you're probably paying about
21 \$40 a month in equipment fees. Ridiculous. That's
22 ridiculous. That's about \$2,400 at least. In fact, one
23 person they had \$4,000 worth of equipment charges they're --
24 they're total out the door monthly rate was 60 bucks but they
25 were paying \$4,000 in equipment over the life of the 60

1 months.

2 So if you -- if you take that same number -- if you
3 take that number of \$2,400, let's just call it, that you're
4 probably being charged for the equipment, we only charged you
5 \$2,400 for everything for the life of your 60-month agreement.
6 That's why -- that's what I mean when I say we don't price
7 gouge, right?

8 So that means over 60 months with CPI you paid 23 --
9 I'm sorry -- let's just 20 -- let's just call it 2,400, it's
10 \$2,400 that you're paying, we provided about \$700 worth of
11 equipment, we just decided the way that we'll get that back is
12 through our 60-month agreement and you pay, including your
13 monitoring fees 2,400. They're charging you 2,400 just for
14 the equipment alone and they probably used our -- our sensors.

15 So, again, ma'am, there -- there you have an
16 indication of how you've been lied to by Vivint. I mean, I
17 wouldn't be happy, but I would go ahead and process your
18 cancelation and take your payment if you want me to. I just
19 want to, again, give you all the information and let you --
20 you know, let you know how I can help.

21 MS. LOTT: I appreciate that. So it looks like the
22 equipment charges are 18 -- about 1,800, and then 130 for tax
23 and then about 2,000 total.

24 So I guess my big thing now is this 60 months. So --
25 so does that mean -- so what he told me, which I understand

1 was a lie now, was that after two years, the equipment would
2 be paid off and I would be able to either upgrade at that
3 point or I guess get out of the contract if I wanted to, is
4 that not how it works?

5 GERALD: No. If you see a 60-month agreement, it's
6 60 -- it's 60 months. I do -- I do believe that that means
7 that, you know -- this is just the way the alarm industry
8 would typically work, I do believe that means you would be
9 paying for your equipment for those entire 60 months.

10 If you're saying it's only 1800, that's better than
11 what I've been hearing. Just go over that with a fine tooth
12 comb to make sure that's the way. That's way -- that is
13 relatively lower or the significantly lower than what I've --
14 what I've been hearing but it could be the case for you, I
15 don't want to say for sure. But it's a 60-month agreement is
16 a 60-month agreement.

17 And then Vivint, they're business model is such that
18 you'll see in the fine print, we reserve the right to raise
19 your monitoring rate after those 60 months. CPI does not do
20 that. We have customers who have been with us for 20, 25
21 years who are paying the exact same thing even though our
22 prices may have increased a little bit. So we -- you know, we
23 have a practice of grandfathered rate -- you know, pricing
24 whereas Vivint does not. They're not going to make much money
25 off of you at only 20 or the 25 bucks a month so they're going

1 to then jack it up after you pay your equipment to about, you
2 know, I guess 60, at least that's what we've heard, I can't
3 say for sure.

4 MS. LOTT: Okay.

5 GERALD: I'll do whatever you'd like for me to do at
6 this time, Ms. Lott.

7 MS. LOTT: Yeah. I wish I knew. I -- I.

8 GERALD: Do you want to take a day?

9 MS. LOTT: I -- I -- my issue also is it's just
10 really difficult to get in contact with somebody at Vivint who
11 knows what they're talking about and so if I -- if -- like
12 it's taken me a month to get them to give me the amount of
13 money for this buyout and I've been paying CPI as well as
14 them, so I just don't know how much longer it's going to take
15 to get this situation rec -- I'm just really pissed off about
16 this 60 month now. I guess I have to -- oh, gosh. Yeah, I
17 guess I just have to cancel the CPI and just bite the bullet,
18 I'm so sorry.

19 GERALD: That's okay. That's okay. I'm glad we had
20 the conversation regardless.

21 Okay. So what I'm going to do is -- if anything
22 changes let us know. Would you -- in lieu of what you're
23 saying, I'd give you an option here, I can take the payment
24 now for the 929, that's what they've asked us to do with
25 buyouts, technically we just give you up to 10 days. If

1 you -- you know, let's just say something some complication
2 came up or you start to feel more uncomfortable with the next
3 couple of days, you can take up to 10 days to make the
4 payment. So basically after 10 days is up, our billing
5 department will get in touch with you and send you the
6 correspondence and all of that stuff.

7 So I don't have to take the payment now and you can
8 wait if you -- if you'd like take those ten days or I can just
9 go ahead and make the -- help you make the payment.

10 MS. LOTT: I have one more question.

11 GERALD: Yes.

12 MS. LOTT: So with Vivint, I'm paying -- I'm paying
13 them one amount and then I'm paying like another, like, the --
14 what's the department -- I can't remember what it -- but it's
15 a bank, basically I'm paying them an amount and I'm paying the
16 bank an amount. So if I was to cancel with Vivint, I just
17 want to make sure that like those quote to -- both of those
18 things go away because it's automatic -- automatically being
19 taken out of my account. It's just a lot to think about.

20 GERALD: It's a lot. You know, especially if you
21 don't work in the industry, it is sometimes a lot --

22 MS. LOTT: Yeah. It's very confusing.

23 GERALD: Um --

24 MS. LOTT: Well, let me -- let me -- let me just take
25 some time and then I will call you back before I make a

1 decision.

2 GERALD: Sure, ma'am. That's no problem. Let me go
3 ahead and send you an email with my contact information.

4 MS. LOTT: Okay.

5 GERALD: Yeah. I already confirmed your email, I'm
6 sorry. So, yeah, I'll send that to you now, and like I said,
7 I'll be gone shortly here, but you're more than welcome to get
8 in touch with me, you know, Friday or the just whenever, you
9 know, I'll just look out for you.

10 MS. LOTT: Okay. I appreciate that. Thank you.

11 GERALD: Uh-huh, not a problem. And you may be
12 working yourself, let me not hold you too much here. Again,
13 Gerald, I'm with our CFL department so I'm the only one here.

14 MS. LOTT: Okay.

15 GERALD: And I can either finish this email now or if
16 you just want me to let you go and expect the email in a
17 couple of minutes, that's fine, too.

18 MS. LOTT: I'm not going to make a decision today so
19 you can give me your information and I can give you a call
20 back when I'm ready?

21 GERALD: Yeah. Yeah, that would be just fine. No
22 problem at all.

23 MS. LOTT: Okay.

24 GERALD: If you get my -- if you get my -- if you
25 call me and get my voicemail, just leave me a message, I'll

1 get back to you.

2 MS. LOTT: Sounds good.

3 GERALD: All right. All right. Diamond, all right,
4 well, we'll look out for that and it was a pleasure speaking
5 with you today, okay?

6 MS. LOTT: Thank you so much. You as well.

7 GERALD: You're welcome. Thank you, uh-huh.

8 Bye-bye.

9 MS. LOTT: Bye-bye.

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1 CERTIFICATE

2 STATE OF UTAH)
3 COUNTY OF WEBER) ss.

4

5 I, Tracy A. Fresh, do hereby certify that the
6 foregoing pages 2 through 23 constitute a true and accurate
7 transcript of the audio proceedings to the best of my
8 knowledge and ability as a Certified Court Reporter in and
9 for the State of Utah.

10 Dated this 21st day of October, 2021.

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14 Tracy A. Fresh, RPR, CCR
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